Akyga Europe Sp. z o.o. 52-200 Suchy Dwór, ul. Wrocławska 1C tel. +48 71 364 46 44 faks +48 71 364 46 55 <u>e-mail: contact@akyga.com</u> NIP: 899-23-30-318 REGON: 932135371 Sąd Rejonowy dla Wrocławia-Fabryczna Wydział VI Gospodarczy Rejestrowy KRS 0000040000



General warranty terms and conditions

- 1. The Guarantor Akyga Europe Sp. z o.o. [LTD.], warrants the efficient operation of purchased equipment.
- 2. The Holder a business entity who has made a purchase from the Guarantor.
- 3. The warranty is valid for the specified me period, counted from the selling day of the equipment.
- 4. As a part of the warranty the Guarantor undertakes to remove free of charge any inherent physical defects of the equipment and disclosed within the period specified in the warranty.
- 5. The Warranty does not cover any actions foreseen in the manual and the installation guide, to perform which is obligated Holder of the guarantee, such as: installation of the equipment, maintenance, software installation.
- 6. The Warranty does not cover the damage arising after the sale, caused by the usage, conservation, maintenance or transport that is inconsistent with the manual of the equipment.
- 7. The Warranty also does not cover damage caused by the equipment handling, building or installation, as well as wilful remaking and repair that is improper or inconsistent with the manual.
- 8. Revealed physical defects will be removed immediately, after delivering the equipment to the Guarantor's service point, repair period should not exceed 14 days. In justified cases this period may be extended to 30 days.
- **9.** Equipment under the complaint should be delivered to the Guarantor's Service Point personally, or by the standard parcel or other courier on the behalf of the Holder.
- **10.** In the case of the complaint of the defect-free hardware, i.e., undamaged, when the complaint is unjustified, the cost of the transport and diagnostic tests are on the behalf of the Holder of the guarantee.
- 11. Holder of the guarantee has the right to exchange the equipment to a defect-free one, if during the warranty period the Guarantor will make five repairs and the hardware still will have a defect that will prevent the use of it as intended or the Guarantor will specify in wring that the removal of defects is impossible.
- 12. In a situation when the hardware in the framework of the complaint cannot be replaced for the same, particular type (eg. production has been terminated), the Guarantor has the right to exchange the equipment for an another one with technical and operating parameters similar to the advertised.
- 13. In the case of replacing the equipment of a defect-free, Holder of the guarantee is obligated to return the hardware intact. Otherwise, the Guarantor will charge the guarantee holder with the amount equivalent to missing or damaged parts.
- 14. The basis for acceptance of the hardware to warranty repair is an intact warranty seal. In justified cases, the guarantor may request a copy of the sales document.
- 15. Warranty seals and other distinctive markings cannot be damaged or obliterated. Damage to the warranty seal in such a way that a clear reading of the Guarantor's symbol and the serial number on a seal will be impossible, will cause the void of warranty.
- 16. Equipment for service should be delivered complete and in packaging protected from damage in transit. Should contain written information with the description of damage, along with data on the equipment and its configuration. In the event that equipment has been delivered without the description of the symptoms of damage to the guarantor is entitled to charge the Holder of the guarantee with the costs of the research service.
- 17. The Guarantor shall not be liable for loss of data stored on any data carrier.
- 18. In the case of hardware delivery to the customer involving the courier it is assumed that the warranty conditions have been accepted, unless the Holder of the guarantee within three days since receiving the equipment, didn't raise a point (determines postmark date).